

# **Exhibit 13**

# PITTA LLP

120 Broadway  
28<sup>th</sup> Floor  
New York, New York 10271  
Telephone: (212) 652-3890  
Facsimile: (212) 652-3891

**Jane Lauer Barker**  
**Partner**  
Direct Dial: (212) 652-3828  
jbarker@pittalaw.com

May 1, 2024

**Via Certified Mail/RRR**

Apple Eight Hospitality Ownership, Inc.  
814 East Main Street  
Richmond, VA 23219  
Attn: Matthew Rash, President

**Re:** The New York Hotel Trades Council and Hotel  
Association of New York City, Inc. Health Benefits  
Fund, Pension Fund, Legal Fund, Industry Training  
Fund, Scholarship Fund, and 401(k) Savings Plan

and

Apple Eight Hospitality Ownership, Inc., owner of Hotel 57 by LuxUrban  
130 East 57<sup>th</sup> St., New York, NY 10022

**Case No. F24-5-2**

Dear Sir/Madam:

On behalf of the New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund, Pension Fund, Legal Fund, Industry Training Fund, Scholarship Fund, and 401(k) Savings Plan (collectively "Funds"), we enclose herewith a Demand for Arbitration submitted pursuant to the enclosed Owners Unit Protection Letter and Assumption Agreement.

By copy of this letter and demand, we request that the Office of Impartial Chairperson arrange for a hearing in this matter as soon as possible.

You are requested to direct all inquiries concerning the amounts of the contribution delinquencies and/or the periods for which the Funds are seeking remittances to:

Apple Eight Hospitality Ownership, Inc.  
May 1, 2024  
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New York Hotel Trades Council and Hotel Association of New York City, Inc.  
Employee Benefit Funds  
305 West 44<sup>th</sup> Street  
New York, NY 10036  
Attn: Mr. Kenneth J. Anderson Jr.  
Accounts Receivable Manager

Very truly yours,

*/s/ Jane Lauer Barker*

Jane Lauer Barker

Enc.

cc:

(Via Email)  
Mr. Richard Maroko  
Mr. Vijay Dandapani  
Dr. David Jacobson  
Mr. John Heim  
Mr. Kenneth J. Anderson Jr.  
Alyssa Tramposch, Esq.  
Amy Bokerman, Esq.  
David Rothfeld, Esq.  
Vincent F. Pitta, Esq.  
Marcelle J. Henry, Esq.

Office of the Impartial Chairperson  
Attn: Josephine Barletta

**DEMAND FOR ARBITRATION**

Case No. F24-5-2

Date: May 1, 2024

<b><u>Employer:</u></b>	
Apple Eight Hospitality Ownership, Inc., owner of Hotel 57 by LuxUrban	130 East 57th St. New York, NY 10022
<b><u>Employer Association:</u></b>	
Hotel Association of New York City, Inc.	437 Madison Avenue New York, New York 10022
<b><u>Attorney for Association:</u></b>	
Ellenoff Grossman & Schole LLP	1350 Avenue of the Americas New York, NY 10105
<b><u>Union:</u></b>	
Hotel & Gaming Trades Council, AFL-CIO	707 Eighth Avenue New York, New York 10036
<b><u>Funds:</u></b>	
New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund, Pension Fund, Legal Fund, Industry Training Fund, Scholarship Fund, and 401(k) Savings Plan	305 West 44 <sup>th</sup> Street New York, New York 10036
<b><u>Attorney For Funds:</u></b>	
Pitta LLP	120 Broadway, 28th Floor New York, New York 10271

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The undersigned hereby requests the duly appointed Impartial Chairperson to arbitrate the issues set forth below under the terms of the Industry-Wide Collective Bargaining Agreement as adopted by the Owners Unit Protection Letter dated January 4, 2008 and the Assumption Agreement dated May 16, 2023

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**ISSUES TO BE ARBITRATED:**

Liability of Apple Eight Hospitality Ownership, Inc. for failure to LuxUrban Re Holdings LLC a/k/a LuxUrban Hotels Inc. to pay contributions and remittances to the New York Hotel Trades Council and Hotel Association of New York City, Inc. Health Benefits Fund, Pension Fund, Legal Fund, Industry Training Fund, Scholarship Fund, and 401(k) Savings Plan for the months of June, 2023 through March, 2024 and continuing, upon which amounts have accrued (and continue to accrue) lost earnings and interest at two percent (2%) above prime per annum; and if so, what shall be the remedy?

**PLEASE TAKE NOTICE** that should these matters proceed to arbitration, the HTC Funds will seek from the employer lost earnings, liquidated damages in the amount of 20% of the principal contribution amount, late fees, legal fees of a minimum of \$1,500.00 and \$1,500.00 for the costs incurred by bringing this matter to arbitration.

**PLEASE TAKE NOTICE** that unless within twenty (20) days after service of this notice of intention to arbitrate, you apply to stay the arbitration sought herein pursuant to the agreement between the parties, you shall thereafter be precluded from objecting that a valid agreement was not made or has not been complied with and from asserting in court the bar of a limitation of time.

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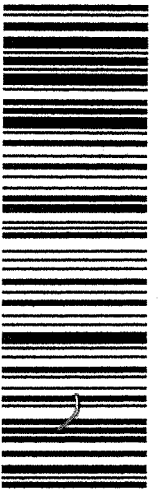
Pitta LLP

By: /s/ Jane Lauer Barker  
Jane Lauer Barker  
*Attorneys for the Funds*  
120 Broadway, 28<sup>th</sup> Floor  
New York, New York 10271

A copy of this Demand has been sent to the Employer on  
May 1, 2024 by certified mail/RRR

Jane Lauer Barker, Esq.  
Pitta LLP  
120 Broadway, 28th Fl.  
New York, NY 10271

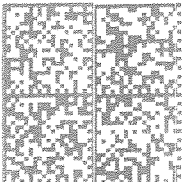
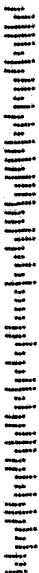
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Apple Eight Hospitality Ownership, Inc.  
814 East Main Street  
Richmond, VA 23219  
Attn: Matthew Rash, President

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